UNITED STATES BANKRUPTCY COURT

## EASTERN DISTRICT OF MISSOURI Eastern Division In re: | Case No. 10-50203-705 | | Debtor. | Adv Case No. 17-4062-705 | | Chapter 7 | | Chapter 7 | | NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-1, et al | | Defendants. |

## AGREED JUDGMENT ORDER

NOW COMES Defendant, National Collegiate Student Loan Trust 2006-1, ("NCSLT") by and through its attorney, Monette W. Cope, and, Plaintiff, Richelle Angela Page ("Plaintiff") by and through her attorney, Stanley L. Tate, III, and hereby stipulate and agree as follows:

- 1. The debt due and owing by Plaintiff to NCSLT is an educational loan, made as part of the Bank One Undergraduate Loan program, that was guaranteed by a non-profit entity, and is therefore nondischargeable pursuant to 11 U.S.C. Section 523(a)(8)(A)(i) of the United States Bankruptcy Code in the amount of \$67,372.40.
- 2. Judgment is hereby entered in favor of NCSLT and against Plaintiff in the amount of \$67,372.40 together with interest at the rate of 5% per annum from the date of judgment.
- 3. Plaintiff agrees to pay the principal sum of \$6,000 together with interest at 0% per annum from the date of judgment at \$50.00 per month for 120 months. The first payment is due on February 15, 2019 and then payments are due on or before the 15th day of each month thereafter, until such time as \$6,000 has been paid.
  - 4. Execution on the judgment shall be stayed against Plaintiff provided Plaintiff timely

pays the monthly payments required in paragraph three (3) of this judgment order. As long as timely payments are made, the payments shall apply to the sum of \$6,000 and all interest plus remaining principal and costs shall be waived.

5. All payments should **include the WWR# 031024328** and be made payable to and forwarded to:

National Collegiate Student Loan Trust c/o Weltman, Weinberg & Reis Co., LPA P.O. Box 93596 Cleveland, OH 44101-5596

In lieu of sending payments via mail, Debtor/Plaintiff can make telephone payments or set up an automatic ACH payment schedule, by contacting Weltman, Weinberg & Reis at 1-(877) 338-9484.

- 6. Should Plaintiff default in any provision of this Agreement or default in the repayment of the debt at any time, then the full amount of the nondischargeable balance with credit for payments made shall become immediately due and owing, with interest accrued from the date of judgment, and NCSLT is free to exercise its rights in accordance with state law.
- 7. Plaintiff shall dismiss NCSLT with prejudice from this proceeding and each party shall bear their own fees and costs.

DATED: January 7, 2019 St. Louis, Missouri 63102 CHARLES E. RENDLEN, I U.S. Bankruptcy Judge

## **SO AGREED:**

/s/ Monette W. Cope
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Loan Trust 2006-1

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